

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

MARGARET DANIEL

V

No. 07-0390

SBC LONG DISTANCE LLC d/b/a

SBC LONG DISTANCE d/b/a

AT&amp;T LONG DISTANCE

Complaint as to service in

Chicago, Illinois

Chicago, Illinois

August 9, 2007

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. GLENNON DOLAN, Administrative Law Judge.

APPEARANCES :

MS. MARGARET DANIEL  
8812 South Burley  
Chicago, Illinois 60617  
appeared pro se,

MR. JAMES A. HUTTENHOWER  
225 West Randolph Street  
Chicago, Illinois 60606  
appeared for Respondent.

SULLIVAN REPORTING COMPANY, by  
Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	Re- <u>dir.</u>	Re- <u>crx.</u>	By <u>Examiner</u>
NONE					

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
NONE		

1 JUDGE DOLAN: By the direction and authority of  
2 the Illinois Commerce Commission, I call Docket  
3 No. 07-0390, Margaret Daniel versus SBC Long  
4 Distance LLC, doing business as SBC Long Distance,  
5 doing business as AT&T Long Distance, a complaint as  
6 to service in Chicago, Illinois, to order.

7 Would the parties please identify  
8 themselves for the record.

9 MS. DANIEL: Margaret Daniel.

10 JUDGE DOLAN: Okay. Can you give your address,  
11 Ms. Daniel.

12 MS. DANIEL: My address is 8812 South Burley,  
13 Chicago, Illinois 60617.

14 MR. HUTTENHOWER: James Huttenhower,  
15 H-u-t-t-e-n-h-o-w-e-r, appearing on behalf of SBC  
16 Long Distance, 225 West Randolph Street, Suite 25-D,  
17 Chicago, Illinois 60606.

18 JUDGE DOLAN: All right. Let the record reflect  
19 there are no other appearances.

20 I see this is a complaint concerning  
21 your call pack.

22 MS. DANIEL: Yes.

1 JUDGE DOLAN: And you've already been through  
2 mediation and trying to have the consumer counselor  
3 help you out, is that correct, Ms. Daniel?

4 MS. DANIEL: Yes.

5 JUDGE DOLAN: Okay. Do you want to give me a  
6 little detail of what's your position is in this?

7 MS. DANIEL: Okay. When I received -- when I  
8 went back to AT&T, because I had left them a long  
9 time ago and I came back because they had unlimited  
10 call pack. Okay, the call pack was unlimited local  
11 and long distance.

12 Later on I gotten Internet service  
13 from AOL. And when I got that service later on --  
14 when they were sending me something later on, they  
15 sent me something saying that I was a dial-up  
16 number. Okay. When I got the letter I called them.  
17 I've called them so many times. When I called  
18 them --

19 JUDGE DOLAN: Now, you're talking AT&T you  
20 called?

21 MS. DANIEL: Yes. I called AT&T. And I've  
22 spoken with probably over 100 representatives

1 regarding this problem. And the lady -- they gave  
2 me the dial-up number. When they gave me one  
3 dial-up number, that's the number that really start  
4 making my bill go up. So, I called back -- what I  
5 did, I called back. I called AT&T and I called AOL.  
6 I put them on the line together, so they can  
7 communicate and give me the right dial-up number.

8                   Okay. They gave me some more dial-up  
9 numbers. I worked with them dial-up numbers. Later  
10 on I got another guy that helped me at AT&T, he got  
11 me a dial-up number and the dial-up number he gave  
12 me, it was all right. But then later on that  
13 dial-up number wasn't right. So, I called back  
14 again. And the dial-up number -- I asked for two or  
15 three dial-up numbers so in case one generate out  
16 and then the other come in, because they say it  
17 could do that.

18                   Now, I'm with the dial-up number, the  
19 560, I think it is, but I've had numerous dial-up  
20 numbers. And when I talked to them about it, they  
21 was -- they's like, it's my fault. But I put you  
22 all on the line numerous times together to find out.

1 And I asked whoever the operator was for AT&T, I  
2 asked him, Would you put this in note that this is  
3 the dial-up number that you are issuing me? So,  
4 that's the big issue, a dial-up number that was  
5 running my bill constantly up. And AT&T was issuing  
6 me out that dial-up number.

7                   And then later on, after I dealt with  
8 Mr. -- after I came to mediation, and I started  
9 calling him back letting them know, when I went in,  
10 the dial-up number is gone. I'm like, Nobody's in  
11 the house but me, so -- nobody gets on the computer  
12 but me, so how did that dial-up number jump out of  
13 the box? So, I spoke with him about it. Then, all  
14 of a sudden, the dial-up number jumped back. He  
15 told me they didn't have nothing to do with that.

16                   Another time, I tried to dial out.  
17 My phone has been disconnected numerous times  
18 because -- and I had spoke with him and I told him  
19 that when I'm going through -- I read the paper.  
20 And the contract say when I'm going through this  
21 mediation, or whatever this -- as long as I'm going  
22 through it, you're not suppose to interrupt my

1 service. He was on vacation when it happened.

2                   So, I called AT&T and I spoke with  
3 somebody in his office, and she talked to the  
4 executive appeals office and they restored my  
5 service. I requested that someone call me back.  
6 See, they tell me that somebody's going to call me  
7 back. I never gets to speak to nobody higher up.  
8 I'm only talking with different representatives.

9                   Then I called -- when I talk to  
10 representatives, they play a lot of games. Somebody  
11 will say they're the supervisor and they'll give me  
12 a number. When I call back, they're not the  
13 supervisor.

14                   So, it's just been an ongoing thing  
15 back and forth. And it should have been resolved a  
16 long time ago.

17                   And then they tells me, Well, we  
18 issued you so much credit back. But, you all are  
19 the one that gave me that wrong dial-up number. I  
20 had to get the dial-up number from AT&T.

21       JUDGE DOLAN: Let me interrupt you for one  
22 second here.

1                   Now, my understanding is, though,  
2   you're getting AOL line service --

3       MS. DANIEL:   Yes.

4       JUDGE DOLAN:   -- for your computer.

5       MS. DANIEL:   Yes.

6       JUDGE DOLAN:   So, the connection numbers that  
7   you're looking at, you have to get from AOL?

8       MS. DANIEL:   I have to get them from AOL and  
9   AT&T has to let them know if this number all right.

10      JUDGE DOLAN:   For your call package.

11      MS. DANIEL:   Yes.

12                   And so the lady did. The last time  
13   they were telling me that the number I couldn't use.  
14   And the lady was like, That's impossible. So, what  
15   I did to keep this confusion down of me getting  
16   these high phone bills for 10 cents a minute and  
17   every time I call and see what plan I'm on, every  
18   month -- I have all the documents. I get the  
19   document saying I have this call pack, but when I  
20   get a bill I have something totally different. And  
21   I'm like, I can't believe this.

22                   I have all the copies. Every time I



1 have to reorder -- I have to call in and reorder.  
2 He told me because I ordered -- I called to find  
3 out -- because I get these tremendous bills, I  
4 haven't gone to call (sic). And he told me that  
5 every time I call and get a bill and tell them what  
6 call pack I want that they knock it right out, the  
7 system is set up. And I'm like, Why, when I call I  
8 asked the lady, Can I get this call pack, the  
9 representative, she say, Sure. I say, Because they  
10 telling me I can't have this, I can't have that.  
11                   So, what I did in the long run, I just  
12 put a restriction on my phone. I can't dial over  
13 eight miles. I had to get a cell phone. My sister  
14 had to get me a prepaid cell phone. So, like the  
15 418 number, like my mom's cell phone, 704, regular  
16 local calls. I have to call them on the cell phone  
17 to tell them to call me back because they have  
18 unlimited call pack. They have so many minutes on  
19 their cell phone. I can't dial eight miles out of  
20 my house.  
21       JUDGE DOLAN: Okay. But you put that  
22 restriction on.

1 MS. DANIEL: Yes. I put it on there because the  
2 phone bill -- if I wouldn't, every month I be still  
3 getting -- they still taking money from me. I pay  
4 my bill. It's not like I haven't been paying my  
5 bill. I pay my bill every month. And if they can  
6 look back, sometime I pay -- when I was working, my  
7 bill was paid up for two, three months, sometime I  
8 would pay it. So, it's not like I'm not paying my  
9 bill. I just sent them \$81, okay. The phone bill  
10 was supposed to be \$40. I never gets a bill that's  
11 accurate. Every bill I get, it's a different total  
12 bill. Even since I've been to mediation and  
13 informal complaint. And I called him and I let him  
14 know about it.

15 JUDGE DOLAN: And you're talking about --

16 MS. DANIEL: I called Mr. Huttenhower. I would  
17 call him and let him know. And he would tell me,  
18 I'm going to get this and I'm going -- well, this is  
19 going to happen, this going to happen, this is going  
20 to reflection (sic). I just got the recent bill,  
21 the July bill. It's still -- it's totally  
22 different, \$18 or something. I mean, it's -- from

1 1999, I have the bills here, I've saved them.  
2 There's no accurate bill. Every bill you look in of  
3 mine, there's no bill that has -- my unlimited call  
4 pack, \$40-some a month. But they suspended my  
5 account. So, that's when the problem started, when  
6 they had suspended my account and I wasn't aware of  
7 it.

8                   And I've talked to, probably, over 100  
9 representatives. Now, I'm not just calling just to  
10 talk to them. You know, I don't have time just to  
11 call AT&T, Look, I just want to talk to you all.  
12 So, you know, I'm calling, What is going on?  
13 Well, Mr. -- nobody tells me nothing. Everybody  
14 tells me something different.

15                   And then when the guy would waive the  
16 charges, Mr. Dan -- Daniel Glass, he stopped talking  
17 to me because, I guess -- you know, Well, I  
18 understand, you know. It was out of his hands. He  
19 did what he could. A couple of them, they did what  
20 they could. They would take it all the way to the  
21 top, so. . .

22                   I even had a representative. The last

1 representative, when I put my phone my phone on  
2 restriction, I had her to call Mr. Huttenhower. And  
3 I told her, Now, I want you -- she say, No. I say,  
4 I want you to call him or let him know, this is  
5 what's going on. And I then I spoke back with him  
6 about it. Then, I e-mailed him about some stuff,  
7 when my phone got cut off and it wasn't supposed to  
8 be interrupted. I mean, this has been going -- this  
9 shouldn't have even taken this long for over a year.

10                   No one never told me, You're phone is  
11 suspended. Suspended because I didn't know about  
12 this dial-up situation. What they say is, Three  
13 times or something. I wasn't even aware of it. You  
14 know, Tell me what's going on. And I just get  
15 totally knocked out.

16                   And, then, when I tried to leave -- I  
17 tried to get me another service, and by me going  
18 through this, I couldn't get another service. And  
19 then when I come here to the formal complaint to  
20 Ms. Cooper, the lady that represented me, I thought  
21 she told me, why don't I just get another service?  
22 And he even -- Mr. Huttenhower told me, why don't I

1 just leave and get another service? No, I'm not.  
2 If I just walk away from this, that means that you  
3 all get to do everybody like this. No, I will not.  
4 We're going to ride this one out.

5 JUDGE DOLAN: Okay.

6 Mr. Huttenhower, do you want to  
7 respond?

8 MR. HUTTENHOWER: The basic gist of the issue  
9 between Ms. Daniel and SBC Long Distance is her use,  
10 inadvertent or otherwise, of a toll number to reach  
11 AOL. And that would -- using a toll number to, you  
12 know, reach an Internet provider is a violation of  
13 the tariff for the call plan that she had, as well  
14 as something that's mentioned in, you know,  
15 "Welcome" letters. And over the course of several  
16 years, SBC Long Distance sent letters to Ms. Daniel,  
17 advising her of the fact that she was using a toll  
18 number and that they might take some action, such as  
19 taking her off the unlimited call plan, and the  
20 usage continued.

21 Then, at a certain point they did take  
22 her off the unlimited call plan and put her on a

1 default plan, and -- I'm speaking off the top of  
2 my head, so I may not have the rates exactly right,  
3 but say it was a rate of 10 cents a minute, just  
4 for purposes of argument, which, obviously, was  
5 more expensive than an unlimited plan for a fixed  
6 rate.

7                   Then, however, Ms. Daniel would  
8 contact reps for, I'll say, the larger AT&T family,  
9 because I'm not sure if she was talking to LD  
10 personnel or local phone company personnel, or she  
11 would also try on the Internet to order the  
12 unlimited plan again. And because SBC Long Distance  
13 service said she could not have this plan, what  
14 would happen is, say the rep would take the order,  
15 the order would be placed over the Internet and it  
16 would start to go through and then when it got  
17 blocked, and it's my understanding, the effect of  
18 the block would knock her off the 10-cent a minute  
19 plan, so that she, basically, had no plan and was  
20 paying rates that were probably in excess of 30  
21 cents a minute, which is not a happy thing for  
22 anyone.

1                   And over the period -- over the period  
2 of, say, March -- the latter part of 2006 into early  
3 part of 2007, because of what was happening with her  
4 and because she was contacting us regularly, she did  
5 get credits for almost all of that extra billing --  
6 you know, the billing for the 10 cents or 30 cents a  
7 minute. I think as of March of this year, there was  
8 maybe -- and if you looked at the amount of credit  
9 that she got and the amount of LD charges she had  
10 been billed, there was only about \$100 of LD charges  
11 for which she had not been credited.

12                   Then since that time, however, I  
13 think we haven't given her any more credits. And  
14 it also -- so, that now there's now, maybe, 6 or  
15 \$700 balance that is, essentially, long distance  
16 charges.

17                   And in terms of, just by way of  
18 explanation, Ms. Daniel, for why your bill has  
19 still been somewhat erratic, after you sort of  
20 limited your calling area, is that it took -- the  
21 bills cycle between the local phone company and the  
22 long distance company aren't in sync. So, that it

1 might be a month or more -- like calls for your June  
2 bill might have been long distance calls made in  
3 April and they just didn't get to your bill until  
4 June.

5                   I mean, the last bill I have for you  
6 here is from June of this year, and it was only \$19  
7 and had no long distance calls on it at all. I  
8 haven't seen your July bill, and if it's vastly  
9 different, you know, I -- but I think at this point,  
10 the long distance billing has stopped. There's just  
11 the balance from the old calls from a couple months  
12 ago.

13                   As far as what -- I think what  
14 Ms. Daniel wants from her complaint is that she get  
15 put back on the unlimited plan. And my  
16 understanding from SBC Long Distance, is that that's  
17 not something they're --

18       JUDGE DOLAN: Amenable to do.

19       MR. HUTTENHOWER: -- at this point, given that  
20 this situation of using the toll dial-up number went  
21 on for a couple of years.

22       JUDGE DOLAN: Okay.



1                   When are you saying you were first  
2 aware that you weren't supposed to be doing the long  
3 distance -- or the toll calling for your Internet  
4 provider?

5           MS. DANIEL:   Well --

6           JUDGE DOLAN:   Are you denying that you got the  
7 letters?

8           MS. DANIEL:   I got letters and I would call them  
9 to ask them -- and a couple times, I asked them,  
10 Now, what is this? She said, Oh, that doesn't apply  
11 to you. And I'm -- okay, every time I get a  
12 letter -- these are some of the letters that they  
13 send out (indicating). They generate these letters  
14 out. And every time I would get one -- and then  
15 when I spoke to one representative, she said, It's  
16 the numbers that you were using. And then she went  
17 over the listing with me and the numbers were -- the  
18 long distance were 418, that's my mom cell phone  
19 number, 704, that's my sister's cell phone number,  
20 and some more cell phone numbers.

21                   So, I wasn't aware that those was not  
22 considered to be unlimited call, but they were in

1 there before, you know. So, all of a sudden -- and  
2 every time I talked to them -- the thing is, is that  
3 I called them on it. I asked them, Well, what do I  
4 do? You need to contact AOL. I contact AOL. Give  
5 me a number for dial-up. I got the number for  
6 dial-up. I called back to AT&T, Is this number --  
7 can I use this number? They go through a listing.  
8 She say, Yes, you can use that number. Then, when I  
9 use that number, that's when that number --  
10 everything started to get to really, really start --  
11 really, really going up, up, up.

12 I called back again, You gave me the  
13 wrong dial-up number. So, what I started doing, is  
14 getting AT&T on the line, on a three-way, with AOL.

15 JUDGE DOLAN: I understand.

16 MS. DANIEL: And I would let them talk, the two  
17 representatives talk, to see which number that I can  
18 use. Since then, I haven't had any more problems.  
19 And I'm like, I want three numbers to put in the  
20 box. And I haven't had that problem anymore. But  
21 the beginning, they issued me that number out.

22 And, then, I got another girl and she

1 was real thorough. And that's when I put the  
2 restriction. And I said, Well, he said that I can't  
3 use that. She said, Oh, yes, you can. She said,  
4 That is within your eight miles. And I've been  
5 using that number. And then the other number jumped  
6 out. And I called him, and I say, What are you all  
7 doing? Like somebody was doing something, you know.  
8 I know they know how to go in there and do, you  
9 know, and he was like, all of a sudden, he says, We  
10 can't do that. I said, Oh, yes, you can. You all  
11 know how to work together. The number jumped back  
12 in the box now. I did put that number back in the  
13 box. All of a sudden that number jumped back in  
14 that box, that regular number. I called him and let  
15 him know, I say, You're doing something because that  
16 number is not the number. I got off the phone with  
17 him.

18                   So, after that I've had, you know -- I  
19 haven't had any more problems, because -- I had him  
20 on the line -- and I have a book at home. Every  
21 time I talked to them, whoever I talked to, AOL, I  
22 write it in my planner. So, therefore, you can't

1 tell me that nobody didn't say this. I'll get  
2 names and stuff, so. . . That's why I started  
3 really, you know, documenting everything, every time  
4 I call.

5                   And the reason I was calling, I never  
6 ordered AOL -- I mean, AT&T on the line. I never  
7 did do it on the Internet. I don't do that on the  
8 Internet. I've looked up what services they had.  
9 So, I'm like, Let me see what can I get. What kind  
10 of call pack, since I'm restrictive from everything,  
11 what can I get this local (sic)? And when I did,  
12 that was supposed to be \$36. They sent me a copy.  
13 My phone -- the lady told me that my bill would be  
14 40-something. Bill is still over. I got my regular  
15 bill. Here, \$18. But look at all the money I've  
16 given them.

17                   I mean, really, they don't want to own  
18 up to it's their fault that they issued me them  
19 wrong dial-up numbers, because I was on the phone  
20 with their representative and then I called her  
21 back, and I get the numbers from AOL at first. And  
22 I write all the numbers down. Like, Can I use this

1 number? Can I use that number? And she'll go  
2 through the listing. And she'll say, Yeah.

3                   Like, he just gave me this when I was  
4 here at the last time, at the mediation  
5 (indicating). I mean, someone should have been --  
6 you know, all you had to do was explain it to us.  
7 And just like me, a lot more customers have been  
8 caught up with this, along with this, charging 10  
9 cents. Why would I pay 10 cents a minute, when I --  
10 I never dealt with 10 cents a minute as long as I've  
11 had a phone. It's always been unlimited call pack,  
12 you know. Why would I pay 30 cents?

13                   I use the long distance service  
14 where -- my son and my grandkids live in Texas,  
15 so. . . But, when I found out that -- my son has  
16 unlimited call pack. So, I'll call him and then  
17 just tell him to call me on my home phone. I've  
18 been totally inconvenienced. It's been very  
19 stressful.

20       JUDGE DOLAN: Okay. Just to let you know, I'm  
21 looking at your first page of your complaint. And  
22 we can't do anything for pain and suffering. I can

1 tell you that right now.

2                   There's some questions as to whether  
3 or not the relief that you're seeking is available  
4 through us.

5                   Now, Mr. Huttenhower, your position is  
6 that with the unlimited call pack, she's not  
7 supposed to be doing the Internet at all?

8       MR. HUTTENHOWER: No, no. You can use -- you  
9 can't choose a dial-up number to access the Internet  
10 that's a toll call.

11       JUDGE DOLAN: So, like, she couldn't go from,  
12 like, the 773, she shouldn't go to 847 or 312 or  
13 708.

14       MR. HUTTENHOWER: It's sort of distance related.

15                   But, as a general matter, you live,  
16 generally, Southeast Side?

17       MS. DANIEL: Yes, Southeast.

18       MR. HUTTENHOWER: And the dial-up number that  
19 was frequently being used to access AOL was in the  
20 Chicago/O'Hare exchange.

21       JUDGE DOLAN: Okay.

22       MR. HUTTENHOWER: So, AOL has a number of

1 dial-up numbers, some of which were within -- which  
2 were local calls from her house, and for whatever  
3 reasons, those were not the ones that were being  
4 dialed.

5 JUDGE DOLAN: Okay. So, basically, what you're  
6 saying now is that once you've got it explained to  
7 you, and your experience, and the problem right now,  
8 but you're still on the limited call pack.

9 MS. DANIEL: No, I'm not on it. They took it  
10 from me, that's what I'm saying.

11 JUDGE DOLAN: No, not unlimited. You're on the  
12 limited.

13 MS. DANIEL: I'm restricted. Yes, on a  
14 restricted.

15 And what the problem is, is that they  
16 issued me the dial-up number. I got that numbers  
17 from AOL. And I called AT&T and I went through the  
18 list. I say, Is this the number, and I would  
19 scratch it out. She say, You can't use that one. I  
20 asked her the next number, You can't use that one.  
21 When I got to that number, that main number that ran  
22 my bill up, that's the number AT&T issued me out. I

1 wouldn't have put that number -- I put in what they  
2 gave me.

3                   Now, since I thought I was dealing  
4 with people higher up, no more problems. I did went  
5 through, probably, over 100 representatives,  
6 probably, 200.

7       JUDGE DOLAN: Okay. So, basically, the basis of  
8 your complaint, at this point, is for back -- way  
9 back when?

10       MS. DANIEL: For whenever it started -- whenever  
11 they started charging me. But they waived that.  
12 But still I've been paying money, money all the  
13 time, \$100, 200. I want them to reinstate me. And  
14 I don't see what the big deal is, you know, you get  
15 suspended. I mean, I never even heard of no  
16 customer getting -- never, as long as I've been  
17 keeping a phone. I'm suspended for something that  
18 I'm not aware of? Maybe somebody should have  
19 explained that to me when I first called about the  
20 dial-up number and when we started talking a year or  
21 so ago, two years ago.

22       JUDGE DOLAN: And what time frame are you --



1 when did you first sign up with AOL to get the  
2 Internet service? Do you have that?

3 MS. DANIEL: Yes. I signed up with AOL  
4 September the 24th -- no, June, I think, 28th, I  
5 think it was, the Internet service.

6 JUDGE DOLAN: Of what year?

7 MS. DANIEL: June 28th, 2004.

8 JUDGE DOLAN: Okay.

9 MS. DANIEL: And I think I came -- I think I got  
10 back with AT&T, because they had an unlimited plan,  
11 so I got a plan a little before then, I think.

12 JUDGE DOLAN: So, you were with AT&T --

13 MS. DANIEL: I was with AT&T when I got with  
14 AOL.

15 JUDGE DOLAN: Okay. But, now, was it  
16 previously -- because that was before the merger.

17 MS. DANIEL: It was SBC.

18 JUDGE DOLAN: SBC at that time?

19 MS. DANIEL: Yes. Yes. And nobody never told  
20 me -- and that should have -- when I told -- when I  
21 got Internet service with AOL, SBC has never said  
22 nothing to me. Any letter I get, anything outside

1 of these -- these are the letters they send out  
2 (indicating). This is how much -- how many times my  
3 service be changed, December 29, November --

4 JUDGE DOLAN: What year?

5 MS. DANIEL: That's 2006. You know, I got the  
6 folders from ever since 1999. No bill is accurate,  
7 even before I got Internet service.

8 JUDGE DOLAN: Well, just to let you know, the  
9 statute of limitations is two years. So, we can go  
10 past the two years of your filing date, which is  
11 June 27th of '07. So, we're looking back two years  
12 from then.

13 MS. DANIEL: And no bill is accurate. No bills.  
14 I have all my bills, 2006, 2005, 2004, 2007. I've  
15 got every bill right here. And you can look at  
16 them. They're inconsistent.

17 JUDGE DOLAN: Okay.

18 MS. DANIEL: I communicated with them, that's  
19 the thing. I talked to them. I talked with them  
20 all the time, What's going on? Why is my bill --  
21 somebody should have said -- and then when they  
22 issued me the dial-up, they don't want to own up

1 they gave me that dial-up number. See, that's the  
2 discrepancy there, that dial-up number they issued  
3 out.

4                   Now the dial-up number I got, when I  
5 started putting them on the line together, and I  
6 started having them to, you know, notating (sic),  
7 and I write it in my book, I said, Now I'm  
8 documenting this. Now I want you to document it,  
9 put it in your que (sic) on the phone, on the  
10 notes -- you know, when you're doing that, you do  
11 notes and you type in everything you said to the  
12 customer. I say, Put this in. Document it.

13       JUDGE DOLAN: Okay.

14       MS. DANIEL: So, that's the problem.

15       JUDGE DOLAN: All right. I know that through  
16 the tariff's that AT&T files, previously SBC Long  
17 Distance, however you want to say it, that they are  
18 entitled to, if they don't feel that a customer  
19 complies with the terms of the contract, they can  
20 put the restrictions on their phone services.

21                   However, I guess, we're at an impasse  
22 here to the point where we're probably going to have

1 to proceed to a hearing to allow you to provide your  
2 information and then have AT&T or SBC file their  
3 response. And then based on that, I'm just going to  
4 have to make a determination --

5 MS. DANIEL: Okay.

6 JUDGE DOLAN: -- where I think we're going to  
7 be.

8 MR. HUTTENHOWER: Your Honor, I was  
9 contemplating whether I could -- it was appropriate  
10 for me to file a motion to dismiss, based on the  
11 fact that the tariff talks about this limitation on  
12 the call plan. I know that we also, if this went to  
13 hearing, we would probably offer into evidence  
14 letters that were sent to Ms. Daniel outlining this  
15 as well. But, there could be a factual issue about  
16 whether Ms. Daniel received those letters, whereas,  
17 I think, the tariff is -- it's a publicly available  
18 document.

19 So, I would propose that we set a  
20 schedule for this motion, and --

21 JUDGE DOLAN: If you want, I can give you an  
22 opportunity to answer her complaint, or otherwise

1 plead. And, then, I can give Ms. Daniel an  
2 opportunity to respond to that. That may be a way  
3 of getting the ball rolling. And depending on how  
4 I rule on the motion, we can proceed from there.  
5 So, if you want to do that -- how long do you  
6 think you'll need to file your answer, or otherwise  
7 plead?

8 MR. HUTTENHOWER: How about Friday, the 24th?

9 JUDGE DOLAN: Okay. Gives you a little over  
10 two weeks.

11 MR. HUTTENHOWER: I can do the 23rd.

12 JUDGE DOLAN: That's okay. The 24th is fine.

13 And, then, Ms. Daniel, I know the  
14 Labor Day holidays are coming in through there, so,  
15 how long do you think you'll need to respond to his  
16 motion, or his answer?

17 MS. DANIEL: I can respond whenever you want.  
18 It's no problem. I've got everything right here  
19 (indicating).

20 JUDGE DOLAN: Okay. I'll give you till -- how  
21 about since I'm giving him till the 24th, I'll give  
22 you till September 7th?

1 MS. DANIEL: Okay.

2 JUDGE DOLAN: And that will give you two weeks.

3 At this point, for tentatively,

4 then --

5 MS. DANIEL: So, what do you want me to do,

6 just --

7 JUDGE DOLAN: Well --

8 MS. DANIEL: -- send in another letter, or type

9 up another letter?

10 JUDGE DOLAN: Mr. Huttenhower is going to be

11 filing his motion.

12 MS. DANIEL: Okay.

13 JUDGE DOLAN: And what I want you to do is to

14 respond --

15 MS. DANIEL: Okay.

16 JUDGE DOLAN: -- what is provided in his motion.

17 MS. DANIEL: Okay.

18 JUDGE DOLAN: So, that will be 8-24, and then

19 your response is due by September 7th.

20 MS. DANIEL: Okay.

21 JUDGE DOLAN: And what I will do is, I'm going

22 to give a status date. And depending on how I rule

1 on the motion, you know, we'll deal with the other  
2 issues remaining at the status date.

3                   How does September 27th look for  
4 everybody?

5       MS. DANIEL: That's fine with me.

6       MR. HUTTENHOWER: That's fine.

7       JUDGE DOLAN: Okay. We'll set it down for  
8 status on 9-27 at 10:00 a.m.

9       MS. DANIEL: Your Honor?

10      JUDGE DOLAN: Yes.

11      MS. DANIEL: Can I request that they send it to  
12 me certified so I'll make sure that I'll get it, so  
13 there won't be nothing said that, I sent you a  
14 letter, and then I don't get the letter, and a lot  
15 of controversy.

16      JUDGE DOLAN: You have problems sending it  
17 certified?

18      MS. DANIEL: Send it to me certified.

19      MR. HUTTENHOWER: I don't have a problem with  
20 that.

21      MS. DANIEL: I'll sign for it so you'll know  
22 that I got it.

1       MR. HUTTENHOWER: I'm happy to do it. Just from  
2 past experience, I know sometimes it takes longer  
3 for that to get there than regular.

4       MS. DANIEL: No, my regular mail, it takes --  
5 no. My regular mail, no.

6       JUDGE DOLAN: That's fine.

7                   And just one other issue I wanted to  
8 address while we're still on the record.

9                   I know you tried to call me about the  
10 continuance before. I just wanted to let you know  
11 that now that you filed a formal complaint, I cannot  
12 accept ex parte communications.

13       MS. DANIEL: Okay.

14       JUDGE DOLAN: Which means I can't accept phone  
15 calls from -- you know, if Mr. Huttenhower called me  
16 about your case, I couldn't accept his phone call,  
17 either. So, that's why I did not call you back when  
18 you were attempting to get that continuance for the  
19 24th.

20                   The only way that I can speak --

21       MS. DANIEL: Okay.

22       JUDGE DOLAN: -- on the phone with either party,



1 is if both of you are --

2 MS. DANIEL: Both of us are on the line. I

3 understand.

4 JUDGE DOLAN: So, I just wanted to advise you of

5 that.

6 MS. DANIEL: Okay.

7 JUDGE DOLAN: I can't accept any ex parte phone

8 calls.

9 MS. DANIEL: Okay.

10 MR. HUTTENHOWER: If, for example, we needed to

11 talk again with the Judge about scheduling --

12 MS. DANIEL: Yes.

13 MR. HUTTENHOWER: -- again, you know, you can

14 call me and I can add him on, or I think, Judge

15 Dolan, it would be appropriate if we -- you know,

16 Ms. Daniel and I talked and we said, Oh, something

17 has come up for the 27th, could we reschedule?

18 MS. DANIEL: Yes.

19 MR. HUTTENHOWER: And then I would send him an

20 e-mail, and I can copy you on it --

21 MS. DANIEL: Okay.

22 MR. HUTTENHOWER: And how about a week later?

1 MS. DANIEL: That's fine.

2 JUDGE DOLAN: Yeah, that's acceptable.

3 As long as both parties are aware of  
4 the phone calls.

5 MS. DANIEL: I understand.

6 JUDGE DOLAN: And I understand it was just, you  
7 know, requesting an emergency continuance --

8 MS. DANIEL: Yes.

9 JUDGE DOLAN: -- which I do understand. But, at  
10 the same time, I just wanted to let you know that I  
11 have Commission rules that I have to follow.

12 MS. DANIEL: I understand.

13 JUDGE DOLAN: I can't just let people call me up  
14 and start talking to me about the case, or one way  
15 or the other.

16 MS. DANIEL: I understand.

17 JUDGE DOLAN: Either way, I don't want to have  
18 any appearance of inappropriate conduct.

19 MS. DANIEL: I understand that.

20 JUDGE DOLAN: Okay.

21 All right, then, if there's nothing  
22 else to come before us, then we'll enter and

1 continue this matter until September 27th, 2007, at  
2 10:00 a.m.

3 MS. DANIEL: Okay. Thank you.

4 JUDGE DOLAN: Thank you.

5 (Whereupon, the above-entitled  
6 matter was continued to  
7 September 7th, 2007.)

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